

: SUPERIOR COURT

: J.D. OF FAIRFIELD

V. : AT BRIDGEPORT

**BUSHMASTER FIREARMS
INTERNATIONAL, LLC, a/k/a, ET AL : AUGUST 31, 2016**

MOTION TO ENFORCE SCHEDULING ORDER AND/OR TO STAY
RESPONSE TO MOTION FOR SUMMARY JUDGMENT

Remington¹ has removed, moved to dismiss, moved to strike, and moved to stay; now, while discovery is in its infancy and their Motion to Strike is *still pending* before the Court, they move for summary judgment. This latest procedural contortion, like those that preceded it, is designed to preclude discovery and avoid a trial on the merits. It is also untimely. Two of Remington's arguments have already been extensively briefed and will be resolved by the Court's ruling on the Motion to Strike; the third depends upon a reading of PLCAA not yet accepted by the Court, as well as facts not yet in evidence. Moreover, the deadline for filing dispositive motions set by the parties' joint Scheduling Order is still fourteen months away. Remington's Motion for Summary Judgment is thus procedurally and substantively premature; plaintiffs should be permitted to proceed with discovery as provided by the Scheduling Order and to respond only after the close of discovery.

I. Factual and Procedural Background

Although plaintiffs filed their Complaint in December of 2014, defendants delayed the commencement of discovery for more than sixteen months. The Scheduling Order – which was not entered until April 19, 2016 – reflects that delay. It provides that fact witnesses will be

¹ Plaintiffs adopt here defendants' preference for referring to Remington Arms Company, LLC and Remington Outdoor Company, Inc. collectively as "Remington."

deposed by April 3, 2017, written discovery will be exchanged by June 2, 2017, and experts will be deposed by September 8, 2017. *See* Dkt. #147, Scheduling Order. After the close of discovery, the parties have a month, until October 6, 2017, to file any motions for summary judgment; oppositions are due by November 6, 2017. *Id.* Trial is set to begin on April 3, 2018. *Id.* Remington agreed to the terms of this Scheduling Order and has not sought a modification.

On April 22, 2016, Remington filed a Motion to Strike plaintiffs' First Amended Complaint. (The motion was filed less than a week after the Court denied Remington's Motion to Dismiss and was nearly identical in substance.) Among other arguments, Remington asserted that the Court should strike plaintiffs' CUTPA claims because plaintiffs were not alleged to be consumers, competitors or in a business relationship with Remington, and because they believe the CUTPA claims are time-barred. *See* Dkt. #149, Rem. Mem. Mot. Strike at 31-32. Remington also argued that it was not a "seller" of firearms within the meaning of PLCAA and was therefore immune from negligent entrustment liability. *Id.* at 9-13. It is salient that Remington said nothing whatsoever in this 35-page brief about the seller status of Bushmaster. Consistent with previous representations that Bushmaster is merely a brand under Remington's control, *see e.g.*, Dkt. #101, Notice of Removal, at 1 n.1, the Motion to Strike briefing repeatedly argued that it is "Remington" that fails to meet the statutory criteria for "seller." Plaintiffs responded to these arguments with extensive briefing and the parties now await the Court's ruling.

On August 1, 2016, Remington filed a Motion for Summary Judgment. The Motion makes three arguments, all of which are familiar to the Court: (1) plaintiffs are not consumers or competitors within the meaning of CUTPA; (2) plaintiffs' CUTPA claims are time-barred; and

(3) Bushmaster Firearms International, LLC (BFI) is not a “seller” within the meaning of PLCAA. The CUTPA arguments are completely gratuitous, reciting verbatim the case law and argument from Remington’s Motion to Strike in shortened form. Remington’s real purpose in filing this Motion for Summary Judgment is to reframe their seller argument by substituting “Bushmaster Firearms International, LLC” for “Remington.” They do so without comment or explanation, as if BFI’s status as a seller was always the critical determination. Specifically, Remington asserts that the invoice reflecting the sale of the Bushmaster XM15-E2S from Remington to Camfour lists Bushmaster Firearms International, LLC’s Type 10 manufacturing license number; and that Bushmaster Firearms International, LLC (“BFI”) did not hold a Type 01 dealer license in 2010. Dkt. #219, Rem. Mem. Summ. J at 3-4; Galipeau Aff. Remington then concludes: “Because Bushmaster was not licensed as a ‘dealer,’ it was not a ‘seller’ of the firearm as the term is defined in the PLCAA.” Mem. at 8.

Remington offers this as a “narrow and indisputable” factual ground that justifies expedited consideration of their Motion. *Id.* at 1. On the contrary, those facts only complicate the question of which named entities among Remington’s complicated corporate structure are relevant to the seller issue, as well as how the relationships between various subsidiaries of Remington and their respective licenses might come into play.

II. The Motion for Summary Judgment is Premature and Raises Factually Complex Issues

Remington’s Motion for Summary Judgment is premature and should not be briefed and resolved until the time set forth in the Scheduling Order. With respect to the CUTPA arguments, it would be inefficient bordering on absurd to divert time and attention from discovery to brief those arguments again when the Court’s decision on the Motion to Strike will address them in any event. As to the seller question, Remington’s motion amounts to cherry picking supposedly

helpful facts at the outset of discovery and declaring the issue resolved in their favor. Yet Remington's own statements appear to undermine the significance of those facts, or at a minimum, to illustrate the need for further discovery. An affidavit describing the status of discovery is attached hereto with corresponding exhibits.

A. The Scheduling Order Should Control

The parties spent a substantial amount of time working out a Scheduling Order, which Remington now disregards. They presume that merely by filing their Motion for Summary Judgment, they can have it adjudicated on an expedited basis. This would require plaintiffs to respond before the close of fact discovery – indeed, when discovery is barely underway – and an entire year before the deadline for filing summary judgment oppositions set by the Scheduling Order. But a party cannot, by its filings, force another party to respond by a deadline other than that contained in the court's scheduling order. *See, e.g., Talenti v. Morgan & Brother Manhattan Storage Co.*, 2011 WL 590870, at *2 (Conn. Super. Jan. 24, 2011) (Tobin, J.) (denying motion for summary judgment that would have required response and argument outside the operative scheduling order); *cf. Jenkins v. Supervalu, Inc.*, 2016 WL 1444168, at *1 (Conn. Super. Mar. 23, 2016) (Noble, J.) (noting that court reconsidered its decision granting defendant's unopposed motion for summary judgment because plaintiff had believed the scheduling order automatically governed the response deadline).

Nor should the Scheduling Order be modified to accommodate expedited adjudication. To do so would allow Remington to control the course of discovery. Absent a court order, it is the plaintiffs' prerogative to conduct discovery as they see fit. Adjusting the scheduling order to require the plaintiffs to prioritize issue-specific discovery for the purpose of responding to Remington's premature Motion for Summary Judgment would give Remington control over the

plaintiffs' discovery process and allow Remington to take a smoke-and-mirrors approach – obscuring facts relevant to the plaintiffs' claims while revealing only those most advantageous to their defense.

Plaintiffs therefore request that the Court affirm the existing terms of the Order, including the provision that plaintiffs shall respond to any summary judgment motions by November 17, 2017.

B. Discovery on Remington's Status as a "Seller" is Necessary Before Plaintiffs Can Respond to the Motion for Summary Judgment

The significance of the Bushmaster license number listed on the sales invoice is not as cut and dried as Remington suggests. The notion that Bushmaster Firearms International, LLC (BFI) is the only entity that matters in determining whether the PLCAA seller definition is met – as well as the necessary premise that BFI is meaningfully distinct from Remington – is wholly at odds with Remington's statements in this case to date. In their Motion to Strike, they asserted: "When *Remington* sold the firearm it had manufactured to Camfour, it did not engage in the purchase and resale of the firearm. Thus, *Remington* did not sell the firearm to Camfour as a 'dealer.'" Dkt. #149, Rem. Mem. Mot. Strike at 11 (emphasis supplied). Then, as now, "Remington" was defined as Remington Arms Company, LLC and Remington Outdoor Company, Inc. *See also* Dkt. #123, Rem. Mem. Mot. Dismiss at 11 ("As the plain language of the PLCAA makes clear, the Remington Defendants are not 'sellers.'). Now, Remington appears to claim – though it does not explicitly say so – that BFI is not Remington. Not only is that at odds with the statements quoted above, Remington indicated in their first filing in this case that BFI "is only an unincorporated brand of Remington Arms Company, LLC." Dkt. #101, Notice of Removal at 1 n.1.

Though plaintiffs have not yet received discovery on this issue, the information publically available on Remington's corporate structure at the time the Bushmaster XM15-E2S was sold to Camfour aligns with Remington's earlier statements to the Court: BFI was a brand under Remington's total control. In October of 2009, several months before the sale of the Bushmaster XM15-E2S, an entity named Freedom Group, Inc. filed a 300 page Form S-1 with the Securities and Exchange Commission as part of its initial public offering. That document described Freedom Group as follows:

We have built and strengthened our family of brands and products over the past three years, primarily through the successful integration of four primary acquisitions (Bushmaster, Remington, DPMS and Marlin) made between April 2006 and January 2008. We did so with the goal of creating the world's leading firearms and ammunition company.

Ex. F (SEC Form S-1) at 10; *see also id.* at F-11 (stating that Cerberus BFI Investors, "the ultimate parent company of Bushmaster" was merged into AHA, "the ultimate parent of Remington" in December 2007 and renamed Freedom Group Inc., and noting that "all of these entities are under common control").²

Today, the Freedom Group "family of brands and products" is known as Remington Outdoor Company, Inc. *See* Dkt. #101, Notice of Removal at 1 n.1 ("Defendant 'Remington Outdoor Company, Inc.' was formerly known as 'Freedom Group, Inc.' Thus, 'Freedom Group, Inc.' does not exist."). In its most recent annual report, Remington explained:

Remington Outdoor Company is a holding company currently controlled by Cerberus Capital Management ("CCM"). Our predecessor company, Bushmaster Firearms International, LLC, was created in 2006 by CCM for the purpose of acquiring the business of Bushmaster Firearms, Inc., which subsequently merged with Remington Arms Company, Inc. on December 12, 2007, creating Freedom Group, Inc., which was subsequently renamed Remington Outdoor Company.

² Freedom Group, Inc. is a named defendant in this case.

Ex. G (Annual Report of Remington Outdoor Company, Inc. (Dec. 31, 2015)) at 2.

In this context – based solely on publicly available information and statements made by Remington – it is absurd for Remington to insist that *Bushmaster's* 2010 license number conclusively establishes that defendants are not sellers under PLCAA.³ Indeed, Bushmaster's licensing likely has no bearing on whether *Remington* is a seller. Remington also neglects to mention other salient facts – most notably that Remington Arms Company *did hold* a Type 01 Dealer's license at the time the Bushmaster was sold (in fact, it held four). *See* Ex. E; Koskoff Aff. ¶ 9. Thus, at a minimum, discovery on the corporate identities and governance of Bushmaster and Remington and the relationship between them would be necessary before any meaningful response could be filed.⁴

III. Conclusion

For these reasons, the Court should affirm the terms of the existing Scheduling Order, including the term that provides that plaintiffs' deadline to respond to any summary judgment

³ Additionally, the significance Remington attributes to the license number being listed on the sales invoice is a function of their position that that plaintiffs must show they are a statutorily-qualified seller of the Bushmaster XM15-E2S specifically, as opposed to firearms in general. As plaintiffs explained in briefing and argument on the Motion to Strike, that reading is implausible because PLCAA defines a seller as someone who "devotes time, attention, and labor to dealing in firearms as a regular course of trade or business." Dkt. #187, Pls.' Obj. Mot. Strike at 20; 18 U.S.C. § 921(a)(21) (emphasis supplied).

⁴ *See, e.g., Canino v. Wood*, 2007 WL 2834693, at *1–2 (Conn. Super. Sept. 19, 2007) (Satter, J.T.R.) (deferring ruling on plaintiff's motion for summary judgment before discovery was completed, where discovery would shed light on applicable defenses); *Plasse v. Saint Francis Hosp.*, 2005 WL 895820, at *1, 5 (Conn. Super. Mar. 11, 2005) (Jones, J.) (denying summary judgment on one count based on P.B. § 17-47 because "the court will be in a better position to address the Second Count after discovery is completed, and the parties have had an opportunity to file supplemental responses relative to this aspect of the motion."); *Bogrette v. Clark Equip. Co.*, 1998 WL 252354, at *3 (Conn. Super. May 8, 1998) (Dorsey, J.) (denying summary judgment because argument was "premature inasmuch as discovery procedures have not been completed in this matter as of this date").

motions is November 17, 2017, and/or stay any obligation of plaintiffs to respond to the Motion for Summary Judgment.

THE PLAINTIFFS,

By /s/ Joshua D. Koskoff
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CERTIFICATION

This is to certify that a copy of the foregoing has been mailed, postage prepaid, and emailed this day to all counsel of record, to wit:

*For Bushmaster Firearms International LLC, a/k/a;
Freedom Group, Inc., a/k/a;
Bushmaster Firearms, a/k/a;
Bushmaster Firearms, Inc., a/k/a;
Bushmaster Holdings, Inc., a/k/a
Remington Arms Company, LLC, a/k/a;
Remington Outdoor Company, Inc., a/k/a*

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By /s/ Joshua D. Koskoff
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ALINOR C. STERLING
KATHERINE MESNER-HAGE

NO. FBT CV 15 6048103 S : SUPERIOR COURT
DONNA L. SOTO, ADMINISTRATRIX
OF THE ESTATE OF VICTORIA L. SOTO,
ET AL : J.D. OF FAIRFIELD
V. : AT BRIDGEPORT
BUSHMASTER FIREARMS
INTERNATIONAL, LLC, a/k/a, ET AL : AUGUST 31, 2016

AFFIDAVIT

1. My name is Joshua D. Koskoff. I am over the age of eighteen (18) and believe in the obligation of an oath.

2. I am filing this affidavit in connection with plaintiffs' Motion to Enforce Scheduling Order and/or Stay Response to Motion for Summary Judgment.

3. Pursuant to the operative Scheduling Order in this case, fact discovery is open and is not scheduled to close until June 2, 2017.

4. In response to the plaintiffs' First Requests for Production, attached in revised form as Exhibit A, Remington has produced approximately 5,000 pages of documents to date; plaintiffs' counsel are still in the process of reviewing these documents.

5. Also in response to the plaintiffs' First Requests for Production, Remington will be producing a substantial additional group of ESI documents. Remington has represented it will take approximately sixty days to do so.

6. Plaintiffs have filed a First Set of Requests for Admission, a First Set of Interrogatories and a Second Set of Requests for Production of Documents, attached as Exhibits B, C and D. Remington sought consent from plaintiffs to an extension of time to respond or object (but has not filed a motion yet in that regard).

7. Until Remington responds to this discovery and additional Requests for Production and Interrogatories that plaintiffs are presently drafting, plaintiffs will not be in a position to take depositions on the seller issue, let alone to oppose summary judgment.

8. In addition, because plaintiffs have not yet received document production and taken depositions on this issue, plaintiffs are not in a position to estimate how long it will take to complete discovery on the seller issue.

9. Attached hereto as Exhibit E is an excerpt from an excel document published by ATF listing all Federal Firearm Licensees from January 2010 (available at www.atf.gov/sites/default/files/legacy/2010/04/05/0110-ffl-list-complete.xls). For the Court's convenience, the document has been sorted by the seventh column (License Name). The highlighted rows indicate four Type 01 Dealer licenses – listed in the fourth column – registered to either “Remington Arms Co Inc.” or “Remington Arms Company Inc.”

10. Attached hereto as Exhibit F is an excerpt from an S-1 Form filed with the Securities and Exchange Commission by Freedom Group, Inc. – the predecessor to Remington Outdoor Company, Inc. – in 2009 stating that Bushmaster was a brand in the Freedom Group “family of brands and products” and further stating that the parent companies of Bushmaster and Remington were merged in 2007 and have since been “under common control.” Ex. F, S-1 Form (Oct. 20, 2009) at 10, F-11 (available at http://www.freedom-group.com/2491801_14901T32_CNB.PDF).

11. Attached hereto as Exhibit G is an excerpt from the 2015 annual report of Remington Outdoor Company, Inc. stating that “Bushmaster Firearms International, LLC, was created in 2006 by [Cerberus Capital Management] for the purpose of acquiring the business of Bushmaster Firearms, Inc., which subsequently merged with Remington Arms Company, Inc. on December

12, 2007, creating Freedom Group, Inc., which was subsequently renamed Remington Outdoor Company.” Ex. G, Annual Report of Remington Outdoor Company, Inc. (Dec. 31, 2015) at 2 (available at <http://www.freedom-group.com/ROC%202015%2010-K%20Annual%20Report.pdf>).


Joshua D. Koskoff

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss: Bridgeport

Subscribed and sworn to before me this 31st day of August, 2016.


Dolores G. Vitka
Notary Public

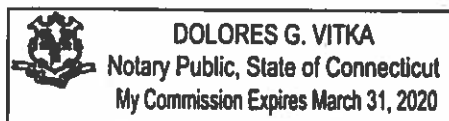


EXHIBIT A

NO. FBT CV 15 6048103 S	:	SUPERIOR COURT
DONNA L. SOTO, ADMINISTRATRIX OF THE ESTATE OF VICTORIA L. SOTO, ET AL	:	J.D. OF FAIRFIELD AT BRIDGEPORT
V.	:	
BUSHMASTER FIREARMS INTERNATIONAL, LLC, a/k/a, ET AL	:	[SENT JUNE 29, 2016 - RELATE BACK TO NOVEMBER 13, 2015 BY AGREEMENT]

**PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION – REVISED NOS. 1, 2, 7, 8, 9,
10, 11, 13, 14, 15, 16, 19; TO BE ANSWERED AS DRAFTED, NOS. 18, 20, 21, 22.¹**

The plaintiffs hereby request that the defendant, REMINGTON ARMS COMPANY, LLC (“the Company”) provide counsel for the plaintiffs with copies of the documents described in the following requests for production, or afford counsel for said plaintiffs the opportunity or, if necessary, sufficient written authorization, to inspect, copy, photograph or otherwise reproduce said documents. The Company is hereby defined to include any and all predecessor entities to the Company, and/or aliases of the Company.

In answering these production requests, the Company is required to provide all information within its possession, custody or control. If any production request cannot be answered in full, answer to the extent possible.

Please be advised that these Requests for Production use and incorporate the definitions set forth in Practice Book Section 13-1.

For purposes of these Requests for Production only, “AR-15 style rifle” is defined as:

AR-15 style rifle means a gas-operated, magazine-fed, modular rifle, with an upper receiver, to which a barrel is attached, that is pinned to a lower

¹ Nos. 3, 4 & 6 are withdrawn. The Company is answering No. 12 subject to its pending Objection, which plaintiffs may claim at a later time. Nos. 5 and 17 are still the subject of discussion between the parties.

receiver, to which a separate pistol grip and butt stock are attached, regardless of whether it is semi-automatic or select fire.²

- 1.a. Documents demonstrating the relationships among Bushmaster Firearms International, LLC; and/or Freedom Group, Inc.; and/or Bushmaster Firearms; and/or Bushmaster Firearms, Inc.; and/or Bushmaster Holdings, LLC;[from January 1, 2006 to the present day.
- 1.b. Documents concerning the relationship between the Company and Camfour, Inc. and/or Camfour Holding, LLP, including any rebates, financial incentives, co-marketing agreements and other such documents/agreements. Production in response to this Request shall not include bills, bills of lading, purchase orders, sales orders, except for those pertaining to the weapon in issue in this case. The time frame of this interrogatory is from January 1, 2006 to December 14, 2012.

COMPLIANCE:

2. Documents concerning contractual and/or business relationship(s) between or among the Company and Riverview Sales, Inc. from January 1, 2006 to December 14, 2012.

COMPLIANCE:

3. [WITHDRAWN]

COMPLIANCE:

4. [WITHDRAWN]
5. [Still under discussion]

COMPLIANCE:

6. [WITHDRAWN]

COMPLIANCE:

7. Documents concerning the branding, marketing, and/or sale of AR-15 style rifles as modern sporting rifles during the period January 1, 2006 through December 14, 2012.

COMPLIANCE:

² It is the Company's position that the ACR is not an AR-style rifle. The Company nonetheless agrees not to exclude documents relating to ACRs from its responses to Nos. 7, 8, 9, 10, 11, 13, 14, 15 & 16.

8. Documents concerning marketing, promotion, promotional strategies, the Company's customer base, the Company's desired customer base, and market research received, obtained and/or created by the Company concerning AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.

COMPLIANCE:

9. Documents, including web site postings, blog postings, and/or any other internet marketing created by or at the behest of the Company or any other defendant in this action concerning AR-15 style rifles use of assault rifles for home defense, suitability of assault rifles as gifts or family guns, and/or appropriate uses of assault rifles, prior to December 14, 2012.

COMPLIANCE:

10. Documents concerning the use of video games to market and/or promote the sale of AR-15 style rifles including, but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.

COMPLIANCE:

11. Documents concerning the display of AR-15 style rifles in video games, including, but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.

COMPLIANCE:

12. [The Company producing subject to its objection.]

COMPLIANCE:

13. Documents concerning the manner in which AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, were used by non-military and non-law enforcement owners prior to December 14, 2012, including but not limited to documents concerning storage, sharing, transfer, gifting, transport and/or re-sale of AR-15 style rifles, and any and all other uses of AR-15 style rifles by such owners.

COMPLIANCE:

14. Documents concerning training and instruction provided to or available to purchasers of AR-15 style rifles including to purchasers of the Remington/Bushmaster model XM15-E2S, prior to December 14, 2012.

COMPLIANCE:

15. Documents concerning the volume of sales of AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, by the Company from January 1, 2006 to December 14, 2012.

COMPLIANCE:

16. Documents concerning the volume of sales of AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, in the industry from January 1, 2006 to December 14, 2012.

COMPLIANCE:

17. [Still under discussion.]
18. Documents concerning RIVERVIEW GUN SALES, INC. AKA RIVERVIEW GUN SALES store security, including surveillance procedures during the period of January 1, 2006 to December 14, 2012.

COMPLIANCE:

19. Documents concerning the particular XM15-E2S sold to Nancy Lanza, and described in Exhibit A attached hereto at page 3, including but not limited to information concerning what component parts went into this firearm, where they were sourced and where and how they were assembled.

COMPLIANCE:

20. Documents concerning the sale of any firearms to Nancy Lanza or Adam Lanza, including, but not limited to, documents concerning regulatory compliance in connection with such sale.

COMPLIANCE:

21. Documents concerning the federal firearms license held by David LaGuercia, including, but not limited to, information concerning compliance *vel non* by the licensee and/or RIVERVIEW GUN SALES, INC. AKA RIVERVIEW GUN SALES with applicable firearms laws from January 1, 2006 to December 14, 2012.

COMPLIANCE:

22. Documents concerning any entries in the Company's Acquisition and Disposition Book pertaining to the particular XM15-E25 sold to Nancy Lanza and described in Exhibit A, attached hereto at page 3.

COMPLIANCE:

THE PLAINTIFFS,

By



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JURIS #32250

CERTIFICATION

This is to certify that a copy of the foregoing has been mailed, postage prepaid, and emailed this day to all counsel of record, to wit:

For Bushmaster Firearms International LLC, a/k/a;

Freedom Group, Inc., a/k/a;

Bushmaster Firearms, a/k/a;

Bushmaster Firearms, Inc., a/k/a;

Bushmaster Holdings, Inc., a/k/a

Remington Arms Company, LLC, a/k/a;

Remington Outdoor Company, Inc., a/k/a

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KATHERINE MESNER-HAGE

NO. FBT CV 15 6048103 S	:	SUPERIOR COURT
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receiver, to which a separate pistol grip and butt stock are attached, regardless of whether it is semi-automatic or select fire.²

- 1.a. Documents demonstrating the relationships among Bushmaster Firearms International, LLC; and/or Freedom Group, Inc.; and/or Bushmaster Firearms; and/or Bushmaster Firearms, Inc.; and/or Bushmaster Holdings, LLC;[from January 1, 2006 to the present day.
- 1.b. Documents concerning the relationship between the Company and Camfour, Inc. and/or Camfour Holding, LLP, including any rebates, financial incentives, co-marketing agreements and other such documents/agreements. Production in response to this Request shall not include bills, bills of lading, purchase orders, sales orders, except for those pertaining to the weapon in issue in this case. The time frame of this interrogatory is from January 1, 2006 to December 14, 2012.

COMPLIANCE:

2. Documents concerning contractual and/or business relationship(s) between or among the Company and Riverview Sales, Inc. from January 1, 2006 to December 14, 2012.

COMPLIANCE:

3. [WITHDRAWN]

COMPLIANCE:

4. [WITHDRAWN]
5. [Still under discussion]

COMPLIANCE:

6. [WITHDRAWN]

COMPLIANCE:

7. Documents concerning the branding, marketing, and/or sale of AR-15 style rifles as modern sporting rifles during the period January 1, 2006 through December 14, 2012.

COMPLIANCE:

² It is the Company's position that the ACR is not an AR-style rifle. The Company nonetheless agrees not to exclude documents relating to ACRs from its responses to Nos. 7, 8, 9, 10, 11, 13, 14, 15 & 16.

8. Documents concerning marketing, promotion, promotional strategies, the Company's customer base, the Company's desired customer base, and market research received, obtained and/or created by the Company concerning AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.

COMPLIANCE:

9. Documents, including web site postings, blog postings, and/or any other internet marketing created by or at the behest of the Company or any other defendant in this action concerning AR-15 style rifles use of assault rifles for home defense, suitability of assault rifles as gifts or family guns, and/or appropriate uses of assault rifles, prior to December 14, 2012.

COMPLIANCE:

10. Documents concerning the use of video games to market and/or promote the sale of AR-15 style rifles including, but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.

COMPLIANCE:

11. Documents concerning the display of AR-15 style rifles in video games, including, but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.

COMPLIANCE:

12. [The Company producing subject to its objection.]

COMPLIANCE:

13. Documents concerning the manner in which AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, were used by non-military and non-law enforcement owners prior to December 14, 2012, including but not limited to documents concerning storage, sharing, transfer, gifting, transport and/or re-sale of AR-15 style rifles, and any and all other uses of AR-15 style rifles by such owners.

COMPLIANCE:

14. Documents concerning training and instruction provided to or available to purchasers of AR-15 style rifles including to purchasers of the Remington/Bushmaster model XM15-E2S, prior to December 14, 2012.

COMPLIANCE:

15. Documents concerning the volume of sales of AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, by the Company from January 1, 2006 to December 14, 2012.

COMPLIANCE:

16. Documents concerning the volume of sales of AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, in the industry from January 1, 2006 to December 14, 2012.

COMPLIANCE:

17. [Still under discussion.]
18. Documents concerning RIVERVIEW GUN SALES, INC. AKA RIVERVIEW GUN SALES store security, including surveillance procedures during the period of January 1, 2006 to December 14, 2012.

COMPLIANCE:

19. Documents concerning the particular XM15-E2S sold to Nancy Lanza, and described in Exhibit A attached hereto at page 3, including but not limited to information concerning what component parts went into this firearm, where they were sourced and where and how they were assembled.

COMPLIANCE:

20. Documents concerning the sale of any firearms to Nancy Lanza or Adam Lanza, including, but not limited to, documents concerning regulatory compliance in connection with such sale.

COMPLIANCE:

21. Documents concerning the federal firearms license held by David LaGuercia, including, but not limited to, information concerning compliance *vel non* by the licensee and/or RIVERVIEW GUN SALES, INC. AKA RIVERVIEW GUN SALES with applicable firearms laws from January 1, 2006 to December 14, 2012.

COMPLIANCE:

22. Documents concerning any entries in the Company's Acquisition and Disposition Book pertaining to the particular XM15-E25 sold to Nancy Lanza and described in Exhibit A, attached hereto at page 3.

COMPLIANCE:

THE PLAINTIFFS,

By



JOSHUA D. KOSKOFF

ALINOR C. STERLING

KATHERINE MESNER-HAGE

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350 FAIRFIELD AVENUE

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PHONE: (203) 336-4421

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JURIS #32250

CERTIFICATION

This is to certify that a copy of the foregoing has been mailed, postage prepaid, and emailed this day to all counsel of record, to wit:

For Bushmaster Firearms International LLC, a/k/a;
Freedom Group, Inc., a/k/a;
Bushmaster Firearms, a/k/a;
Bushmaster Firearms, Inc., a/k/a;
Bushmaster Holdings, Inc., a/k/a
Remington Arms Company, LLC, a/k/a;
Remington Outdoor Company, Inc., a/k/a

Jonathan P. Whitcomb, Esq.
Scott M. Harrington, Esq.
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One Atlantic Street
Stamford, CT 06901
jwhitcomb@dmoc.com
TEL: (203) 358-0800
FAX: (203) 348-2321

For Remington Arms Company, LLC, a/k/a;
Remington Outdoor Company, Inc., a/k/a

Andrew A. Lothson, Esq.
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For Camfour, Inc.:
Camfour Holding, LLP, a/k/a

Scott Charles Allan, Esq.
Christopher Renzulli, Esq.
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For Riverview Sales, Inc.:
David LaGuercia

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JOSHUA D. KOSKOFF
ALINOR C. STERLING
KATHERINE MESNER-HAGE

EXHIBIT B

NO. FBT CV 15 6048103 S : SUPERIOR COURT

DONNA L. SOTO, ADMINISTRATRIX
OF THE ESTATE OF
VICTORIA L. SOTO, ET AL

: J.D. OF FAIRFIELD

V. : AT BRIDGEPORT

BUSHMASTER FIREARMS
INTERNATIONAL, LLC, a/k/a, ET AL : AUGUST 3, 2016

PLAINTIFFS' FIRST SET OF REQUESTS FOR ADMISSION

Pursuant to Practice Book Section 13-22, the plaintiffs respectfully request that the defendants, Remington Outdoor Company, Inc. and Remington Arms Company, LLC, admit, for purposes of the pending action, the truth of the matters set forth in the following requests for admissions. These Requests for Admission are accompanied by the plaintiffs' Second Set of Requests for Production and First Set of Interrogatories, which were served herewith.

DEFINITIONS

1. "The Company" means Remington Outdoor Company, Inc., Remington Arms Company, LLC, and any and all predecessor companies, including but not limited to Remington Arms Company, Inc. and Freedom Group, Inc.

REQUESTS FOR ADMISSION

1. In 2010, the Company was licensed as a dealer under a Type 1 Federal Firearms License.
2. Currently, the Company is licensed as a dealer under a Type 1 Federal Firearms License.
3. In 2010, the Company purchased manufactured firearm parts.
4. Currently, the Company purchases manufactured firearm parts.
5. In 2010, the Company sold firearms at wholesale.
6. Currently, the Company sells firearms at wholesale.
7. In 2010, the Company devoted time, attention, and labor to the sale of firearms.
8. Currently, the Company devotes time, attention, and labor to the sale of firearms.

9. In 2010, the Company sold firearms as a regular course of trade or business.
10. Currently, the Company sells firearms as a regular course of trade or business.
11. In 2010, the Company sold firearms with the principal objective of profit.
12. Currently, the Company sells firearms with the principal objective of profit.
13. Bushmaster's XM15-E2S line of rifles and carbines are small caliber, gas operated firearms that are substantially similar to the M16 type rifles and M4 type carbines used by the U.S. Military.
14. Since 1991, Bushmaster has continuously used the term M4 in its advertising in connection with the sale of its XM15-E2S firearms.

THE PLAINTIFFS,

By /s/ Alinor C. Sterling
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JURIS #32250

CERTIFICATION

This is to certify that a copy of the foregoing has been mailed, postage prepaid, and emailed this day to all counsel of record, to wit:

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Freedom Group, Inc., a/k/a;
Bushmaster Firearms, a/k/a;
Bushmaster Firearms, Inc., a/k/a;
Bushmaster Holdings, Inc., a/k/a
Remington Arms Company, LLC, a/k/a;
Remington Outdoor Company, Inc., a/k/a*

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jwhitcomb@dmoc.com
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*For Remington Arms Company, LLC, a/k/a;
Remington Outdoor Company, Inc., a/k/a*

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/s/ Alinor C. Sterling
JOSHUA D. KOSKOFF
ALINOR C. STERLING
KATHERINE MESNER-HAGE

EXHIBIT C

NO. FBT CV 15 6048103 S : SUPERIOR COURT

DONNA L. SOTO, ADMINISTRATRIX
OF THE ESTATE OF
VICTORIA L. SOTO, ET AL : J.D. OF FAIRFIELD

V. : AT BRIDGEPORT

BUSHMASTER FIREARMS
INTERNATIONAL, LLC, a/k/a, ET AL : AUGUST 3, 2016

PLAINTIFFS' FIRST SET OF INTERROGATORIES

Pursuant to the Practice Book, the plaintiffs request that the defendants, Remington Outdoor Company, Inc. and Remington Arms Company, LLC, answer and respond to the following Interrogatories. These Interrogatories are accompanied by the plaintiffs' Second Set of Requests for Production and First Set of Requests for Admission, which were served herewith.

INSTRUCTIONS AND DEFINITIONS

These Interrogatories are served pursuant to Chapter Thirteen of the Connecticut Practice Book, and the defendants' obligations to respond to such Interrogatories are as set forth therein. In addition:

1. "The Company" means Remington Outdoor Company, Inc., Remington Arms Company, LLC, and any and all subsidiaries, affiliated brands, and predecessor companies including but not limited to Freedom Group, Inc. and Bushmaster Firearms International, LLC, and including their current and former employees, agents, officers, directors, and representatives.
2. "AR-15 type rifle" means a gas-operated, magazine-fed, AR-15/M16/M4/ACR type rifle, regardless of whether it is semi-automatic or select fire.
3. "Civilian market" means all domestic, non-military, non-law enforcement potential buyers or consumers of AR-15 type rifles, including distributors and retailers that sell to civilians.

INTERROGATORIES

Unless otherwise specified, this First Set of Interrogatories seeks information from the period January 1, 2006 to the present.

1. State as to each interrogatory below, the name, address and the title of the person or persons providing the answer, and please state the specific interrogatory answered by each individual.

2. Identify each person, whether employee, agent, or other representative of the Company, or any third party, with the most knowledge of the matters alleged in plaintiffs' operative Complaint and for each person listed, give a brief statement as to the substance of such knowledge or information.
3. Identify any entities that have provided advice, coordination, assistance, or other services concerning advertising, marketing, public relations, market research, focus groups, social or online media monitoring, product promotion, and/or product placement for the Company's AR-15 type rifles. For each such entity listed, describe the nature of the relationship with the Company, the nature of the services provided, the time period during which those services were provided, and identify the person at each entity who was/is responsible for the provision of services to the Company. **This Interrogatory seeks information for the time period from January 1, 2006 to June 14, 2013.**
4. Identify any individuals, companies or other entities from whom the Company has purchased AR-15 type rifles or the frames or receivers thereof, and provide the name of each entity, its location, the time period during which said purchases were made, and the name of the person(s) at the entity who was/is responsible for handling the Company's purchases.
5. Identify any individuals, companies or other entities from whom the Company has purchased firearm parts used to manufacture AR-15 type rifles, and provide the name of each entity, its location, the time period during which said purchases were made, and the name of the person(s) at the entity who was/is responsible for handling the Company's purchases.
6. Concerning the Bushmaster XM15-E2S rifle, serial number L534858, that was sold to Camfour in 2010, please state:
 - a. When the rifle was manufactured;
 - b. Where the rifle was manufactured;
 - c. Whether the rifle was composed of any firearm parts purchased from outside the Company;
 - d. If the answer to 6(c) is in the affirmative, identify each purchased part and provide the name of the entity from which it was purchased, the entity's location, when the part was purchased, and the name of any persons at the entity who were involved in the purchase.
7. Identify the individual or individuals whose job description or responsibilities most closely correspond(s) to the subjects listed below and provide the dates such individual held such responsibilities and the individual's title at the time he or she held those responsibilities. State whether each individual listed is currently employed by the Company, and, if so, in what capacity and where such individual is presently employed.

- a. Sales of AR-15 type rifles to major chain retail stores such as Wal-Mart and Dick's Sporting Goods;
- b. Sales of AR-15 type rifles to shooting ranges, gun clubs, and other entities dedicated to recreational shooting;
- c. Sales of AR-15 type rifles to federal firearm dealers;
- d. Sales of AR-15 type rifles to Camfour, Inc.;
- e. Distribution and sale of AR-15 type rifles to the civilian market;
- f. Sales of AR-15 type rifles to law enforcement markets;
- g. Sales of AR-15 type rifles to military markets;
- h. The Company's Defense Division;
- i. The Company's Global Military Products Division;
- j. Research and development of AR-15 type rifles;
- k. Customization of AR-15 type rifles;
- l. Marketing of AR-15 type rifles in print media;
- m. Marketing of AR-15 type rifles in broadcast media;
- n. Marketing of AR-15 type rifles in digital media;
- o. Marketing of AR-15 type rifles in social media;
- p. Marketing of the Bushmaster brand;
- q. Marketing and sale of the Bushmaster XM15-E2S;
- r. Collaboration with consulting firms, marketing firms, and/or public relations firms concerning advertising, marketing, distribution and/or sale of AR-15 type rifles to the civilian market;
- s. Market research on the advertising and sale of AR-15 type rifles to the civilian market;
- t. Focus groups on the advertising and sale of AR-15 type rifles to the civilian market;
- u. Approval of imagery and advertising copy in Bushmaster Product Catalogues, including the 2010 Catalogue that includes the advertising copy, "Forces of opposition, bow down. You are single-handedly outnumbered";
- v. Development of the Bushmaster "man card" marketing campaign and use of imagery and advertising copy in that campaign;

- w. Determination of the parameters of any database or collection of data created by or utilized by the Company on consumer preferences, demographics, and/or buying patterns, including but not limited to the “extensive and proprietary database of consumer data” referenced in the Company’s annual reports;
 - x. Development of marketing strategy based on any database or collection of data described in Interrogatory No. 7, Subpart w;
 - y. Marketing strategy for AR-15 type rifles;
 - z. Oversight and awareness of use of any Company logo or brand name by other non-Company entities, including but not limited to video and online games, television, and film;
 - aa. Monitoring and awareness of online and/or social media sites concerning AR-15 type rifles, including but not limited to the website www.ar15.com;
 - bb. Acquisition of the Bushmaster brand and/or Bushmaster Firearms International, LLC by the Company and/or Cerberus Capital Management. This subpart of this Interrogatory seeks information from the point in time at which the acquisition of the Bushmaster brand and/or Bushmaster Firearms International, LLC was first contemplated;
 - cc. Development of the Company’s Code of Business Conduct and Ethics or similar document;
 - dd. Application for and status of any Type 01 Dealer Federal Firearms License held by the Company;
 - ee. Purchase by the Company of AR-15 type rifles or the frames or receivers thereof;
 - ff. Relationships with firearms distributors in the Northeastern region of the United States. including but not limited to Camfour, Inc.;
 - gg. Relationships with firearms retailers in the Northeastern region of the United States. including but not limited to Riverview Sales. Inc.
8. Do you carry primary professional liability insurance coverage that applies to plaintiffs’ claims?
9. Do you carry professional secondary insurance coverage that applies to plaintiffs’ claims?
10. Do you carry professional excess insurance coverage that applies to plaintiffs’ claims?
11. If any of your answer(s) to Interrogatories 8., 9. or 10. is in the affirmative:
- a. Identify all policies that apply to plaintiffs’ claims;
 - b. Provide the limits of each policy;
 - c. Provide the policy numbers;

- d. Provide the name of the company;
 - e. Provide effective dates of the policy; and
 - f. Indicate whether coverage for each policy is primary, secondary or excess.
12. State whether any insurer, as described in Interrogatories 8., 9., 10., and 11 above, has disclaimed/ reserved its duty to indemnify any insured or other person protect by said policy.

THE PLAINTIFFS,

By /s/ Alinor C. Sterling
JOSHUA D. KOSKOFF
ALINOR C. STERLING
KATHERINE MESNER-HAGE
jkoskoff@koskoff.com
asterling@koskoff.com
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PHONE: (203) 336-4421
FAX: (203) 368-3244
JURIS #32250

CERTIFICATION

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*For Bushmaster Firearms International LLC, a/k/a;
Freedom Group, Inc., a/k/a;
Bushmaster Firearms, a/k/a;
Bushmaster Firearms, Inc., a/k/a;
Bushmaster Holdings, Inc., a/k/a;
Remington Arms Company, LLC, a/k/a;
Remington Outdoor Company, Inc., a/k/a*

Jonathan P. Whitcomb, Esq.
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One Atlantic Street
Stamford, CT 06901
jwhitcomb@dmoc.com
TEL: (203) 358-0800
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*For Remington Arms Company, LLC, a/k/a;
Remington Outdoor Company, Inc., a/k/a*

Andrew A. Lothson, Esq.
James B. Vogts, Esq.
Swanson Martin & Bell, LLP
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For Camfour, Inc.;
Camfour Holding, LLP, a/k/a

Scott Charles Allan, Esq.
Renzulli Law Firm, LLP
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sallan@renzullilaw.com
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For Riverview Sales, Inc.;
David LaGuercia

Peter Matthew Berry, Esq.
Berry Law LLC
107 Old Windsor Road, 2nd Floor
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FAX: (860) 242-0804

/s/ Alinor C. Sterling
JOSHUA D. KOSKOFF
ALINOR C. STERLING
KATHERINE MESNER-HAGE

DEFENDANTS' CERTIFICATION

This is to certify that I, _____, have read the foregoing answers to First Set of Interrogatories and state that they are true and accurate to the best of my knowledge and belief on this _____ day of _____, 2016.

REMINGTON OUTDOOR COMPANY, INC.
REMINGTON ARMS COMPANY, LLC

By: _____

Its:

STATE OF)	
)	ss.
COUNTY OF)	

On the _____ day of _____, 2016, before me personally appeared _____, who affirmed under oath the truth of the foregoing interrogatories and also acknowledged his/her execution of the above document.

Notary Public

My Commission Expires:

EXHIBIT D

NO. **FBT CV 15 6048103 S** : **SUPERIOR COURT**

**DONNA L. SOTO, ADMINISTRATRIX
OF THE ESTATE OF
VICTORIA L. SOTO, ET AL** : **JUDICIAL DISTRICT OF FAIRFIELD**

V. : **AT BRIDGEPORT**

**BUSHMASTER FIREARMS
INTERNATIONAL, LLC, a/k/a, ET AL** : **AUGUST 3, 2016**

**PLAINTIFFS' SECOND SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS**

Pursuant to the Practice Book, the plaintiffs respectfully request that the defendants, Remington Outdoor Company, Inc. and Remington Arms Company, LLC, answer and respond to the following Second Set of Requests for Production of Documents.

INSTRUCTIONS AND DEFINITIONS

These Requests for Production are served pursuant to Chapter Thirteen of the Connecticut Practice Book, and the defendants' obligations to respond to such Requests for Production are as set forth therein. Documents shall be produced consistent with the terms of the Case Management Order. In addition:

1. “The Company” means Remington Outdoor Company, Inc., Remington Arms Company, LLC, and any and all subsidiaries, affiliated brands, and predecessor companies including but not limited to Freedom Group, Inc. and Bushmaster Firearms International, LLC, and including their current and former employees, agents, officers, directors, and representatives.
2. “AR-15 type rifle” means a gas-operated, magazine-fed, AR-15/M16/M4/ACR type rifle, regardless of whether it is semi-automatic or select fire.
3. “Civilian market” means all domestic, non-military, non-law enforcement potential buyers or consumers of AR-15 type rifles, including distributors and retailers that sell to civilians.

REQUESTS FOR PRODUCTION

Unless otherwise specified, these Requests for Production seek information from the period January 1, 2006 to the present. To the extent not already produced in response to Plaintiffs' First Requests for Production, produce the following:

1. Annual/corporate reports produced by or at the behest of the Company.
2. Annual/corporate reports produced by or at the behest of Bushmaster Firearms International, LLC a/k/a/ Bushmaster Firearms **from 1976 to the present.**
3. Product catalogues produced by or at the behest of the Company or Bushmaster Firearms International, LLC a/k/a/ Bushmaster Firearms **from 1976 to the present.**
4. The Company's Code of Business Conduct and Ethics and/or any similar document regardless of its title.
5. Any applications or other paperwork related to the issuance or renewal of all Federal Firearms Licenses held by the Company.
6. Any contracts or other paperwork concerning the Company's relationship with any individuals, companies or other entities identified in response to Interrogatory No. 4.
7. Any contracts or other paperwork concerning the Company's relationship with any individuals, companies or other entities identified in response to Interrogatory No. 5.
8. Any contracts or other paperwork concerning the Company's relationship with any entity identified in response to Interrogatory No. 6, subpart d.
9. Copies of the job descriptions of the individuals identified in response to Interrogatory No. 7 of the Plaintiffs' First Set of Interrogatories. This is a request for the job descriptions of these individuals at the time they held the responsibilities described in Interrogatory No. 7.
10. All documents pertaining to the acquisition of the Bushmaster brand and/or Bushmaster Firearms International, LLC by the Company and/or Cerberus Capital Management.
11. Copies of all documents identified in your responses to the Plaintiffs' First Set of Interrogatories.
12. All documents **from 1999 to the present** that catalogue, discuss, and/or reference any non-military, non-law enforcement assault with an AR-15 type/AK-47 type rifle, or other semiautomatic rifle with a pistol grip, that resulted in injury or death.
13. All documents **from 1993 to 2005** concerning the manufacture, modification, or marketing of AR-15 type assault rifles during the federal assault weapons ban.

THE PLAINTIFFS,

By /s/ Alinor C. Sterling
JOSHUA D. KOSKOFF
ALINOR C. STERLING
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JURIS #32250

CERTIFICATION

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Bushmaster Firearms, Inc., a/k/a;
Bushmaster Holdings, Inc., a/k/a
Remington Arms Company, LLC, a/k/a;
Remington Outdoor Company, Inc., a/k/a*

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Remington Outdoor Company, Inc., a/k/a*

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For Camfour, Inc.;
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/s/ Alinor C. Sterling
JOSHUA D. KOSKOFF
ALINOR C. STERLING
KATHERINE MESNER-HAGE

DEFENDANTS' CERTIFICATION

This is to certify that I, _____, have read the foregoing answers to First Set of Interrogatories and state that they are true and accurate to the best of my knowledge and belief on this _____ day of _____, 2016.

REMINGTON OUTDOOR COMPANY, INC.
REMINGTON ARMS COMPANY, LLC

By: _____

Its:

STATE OF)	
)	ss.
COUNTY OF)	

On the _____ day of _____, 2016, before me personally appeared _____, who affirmed under oath the truth of the foregoing interrogatories and also acknowledged his/her execution of the above document.

Notary Public

My Commission Expires:

EXHIBIT E

List of Federal Firearms Licensees (FFLs)

January 2010

Lic Reg	Lic Dis	Lic Cnty	Lic Type	Lic Xprtd	Lic Sec License Name	Business Name	Premise Street	Premise City	Premise Zip	Mail Street	Mail City	Mail St	Mail Zip	Voice Phone
9	91	061	01	1B	14887 REITZ, MELVIN ALLEN	M A REITZ CUSTOM	22510 128TH DR NE	ARLINGTON	WA 982230000	22510 128TH DR NE	ARLINGTON	WA 982230000	3604350932	
5	74	215	01	0I	33297 REKTORIK, ROBERT JAMES	NULL	1330 E MILE 11 N, MILE 11 N & 4 1/4	WESLACO	TX 78596	1330 E MILE 11 N	WESLACO	TX 78596	9569683702	
1	64	085	01	2D	02116 RELIABLE ARMS LLC	NULL	1212 HWY 51 NE	BROOKHAVEN	MS 39601	1212 HWY 51 NE	BROOKHAVEN	MS 39601	6018331040	
6	04	005	07	1M	03140 RELIABLE ELECTRO PLATING INC	NULL	304 WEST MAIN ST	NORTON	MA 02766	PO BOX 91	CHARTLEY	MA 02712	5082220620	
1	59	021	02	0C	39307 RELIABLE JEWELRY & PAWN INC	NULL	12445 COLLIER BOULEVARD	NAPLES	FL 34116	12445 COLLIER BOUI NAPLES	FL 34116	2393488388		
1	57	079	02	2C	07864 RELIABLE LOAN OFFICE INC	NULL	1304 ASSEMBLY ST	COLUMBIA	SC 292010000	1304 ASSEMBLY ST	COLUMBIA	SC 292010000	8032527386	
1	56	159	02	2C	01478 RELIABLE PAWN SHOP INC	NULL	107 MOORESVILLE RD	SALISBURY	NC 28144	107 MOORESVILLE R SALISBURY	NC 28144	7046336155		
1	57	027	02	2K	01575 RELIABLE PAWN SHOP OF MANNIP	RELIABLE PAWN SHC	18 N BROOKS ST	MANNING	SC 29102	18 N BROOKS ST	MANNING	SC 29102	8034356824	
1	54	179	01	08	00308 RELIABLY YOURS LLC	NULL	975 HOLLY CORNER RD	FREDERICKSBURG	VA 22406	975 HOLLY CORNER	FREDERICKSBURG	VA 22406	5402860774	
3	41	137	02	0D	12757 RELIANCE INC	PAWNBROKER, THE	701 E 4TH ST	DULUTH	GA 31752	701 E 4TH ST	DULUTH	GA 31752	2187228788	
8	23	071	01	2E	03707 RELICS CORNER LLC, THE	NULL	868 ROUTE 41	GAP	PA 17527	762 MOUNT VERNO GAP	PA 17527	558050000	6107726433	
9	68	013	01	2F	34826 RELLAR, HERMAN & JENNIFER	PROFESSIONAL FIRE	5557 VIA ENSENADA	CONCORD	CA 945210000	5557 VIA ENSENADA CONCORD	CA 945210000	9256726931	945210000	
9	81	007	01	1J	09480 RELLER, GERALD M & RELLER, MUI	RELLERS BENT WILLI	108 SOUTH FRONT	TOWNSEND	MT 596440000	300 GOOSE BAY LN	TOWNSEND	MT 596440000	4062664339	
9	92	016	01	1C	00740 RELLER, JOSEPH A	J-RELL	BOX 241 HOUSE # 56 KING ST	SAINT PAUL ISLA	AK 99660	BOX 241 HOUSE # 51 SAINT PAUL ISLA	AK 99660	9075462591	99660	
8	25	019	01	2K	02185 RELOADERS OUTLET LLC	NULL	962 SAXONBURG RD	SAXONBURG	PA 16056	962 SAXONBURG RD Saxonburg	PA 16056	7245241927	16056	
4	38	093	06	0M	42585 RELOADING DOCK INC, THE	NULL	4301 TIMBERVIEW DR	HOWELL	MI 488430000	4301 TIMBERVIEW C HOWELL	MI 488430000	8707339600	72301	
5	71	035	02	1J	02071 RELY A PAWN LLC	NULL	3500 EAST BROADWAY STE 8	WEST MEMPHIS	AR 72301	3500 EAST BROADW WEST MEMPH	AR 72301	8707339600	72301	
6	06	003	01	2B	33788 REM CHEMICALS INC	NULL	325 W QUEEN ST	SOUTHINGTON	CT 064890000	325 W QUEEN ST	SOUTHINGTON	CT 064890000	8606216755	
9	82	049	01	0D	01838 REMACLE, RICHARD	REMACLE GUNSMITH RT 1 BOX 112	4301 TIMBERVIEW DR	COTTONWOOD	ID 835220000	1501 KING ST	COTTONWOOD	ID 83522	2089623193	
4	38	163	01	2B	20214 REMBISZ, FRANK LOUIS	WHITE EAGLE ARMC	5012 CANIFF	HAMTRAMCK	MI 482120000	5012 CANIFF	HAMTRAMCK	MI 482120000	3138745128	
5	76	201	01	1A	00697 REMCHUK, DAVID LEON	CROSBYCREEK OUTF	5904 CROSBYCREEK ROAD	HORNELL	NY 14843	5904 CROSBYCREEK	HORNELL	NY 14843	6073247080	
8	23	017	01	0K	35667 REMEDIOS, BENY	NULL	7505 S MAIN #390	HOUSTON	TX 770300000	7505 S MAIN #390	HOUSTON	TX 770300000	7137909474	
3	41	021	01	1G	36673 REMER TRADING POST INC	PISTOL PEOPLE	2167 STATE RD	BENSALEM	PA 190200000	2167 STATE RD	BENSALEM	PA 190200000	2152457233	
9	99	003	01	1F	00140 REMIGIO, JOSE D C	SECOND AMENDMEI	197 SAND ISLAND ACCESS RD # 201 C HON	REMER	MN 566720000	P O BOX 186, 2 PARK	REMER	MN 566720000	2185662338	
9	86	021	01	2D	00012 REMILLONG, SHARON E	PICACHO SPORTING	32510 S PICACHO HWY	ELOY	AZ 85231	PO BOX 340	PICACHO	AZ 85241	5207058333	
6	16	043	08	0C	00728 REMINGTON ARMS CO INC	NULL	14 HOEFER AVE	ILION	NY 13357	PO BOX 700	MADISON	NC 27025	3365488606	
6	16	043	07	0C	00727 REMINGTON ARMS CO INC	NULL	14 HOEFER AVE	ILION	NY 13357	PO BOX 700	MADISON	NC 27025	3365488606	
1	56	157	01	1E	02461 REMINGTON ARMS CO INC	NULL	870 REMINGTON DR	MADISON	NC 27025	PO BOX 700	MADISON	NC 27025	3365488606	
4	61	083	07	1F	01973 REMINGTON ARMS CO INC	NULL	22 RIFLE TRAIL	HICKORY	KY 42051	870 REMINGTON DR	MADISON	NC 27025	2708564200	
4	61	093	07	0C	01550 REMINGTON ARMS CO INC	NULL	315 WEST RING ROAD	ELIZABETHTOWN KY	42701	870 REMINGTON DR	MADISON	NC 27025	3365488606	
5	71	085	01	2M	00846 REMINGTON ARMS CO INC	NULL	1682 AR HIGHWAY 15 NORTH	LONOKE	AR 72086	870 REMINGTON DR	MADISON	NC 27025	3365488606	
5	71	085	01	2M	00856 REMINGTON ARMS CO INC	NULL	2592 AR HWY 15 N	LONOKE	AR 72086	PO BOX 700	MADISON	NC 27025	3365488606	
5	71	085	08	2M	00861 REMINGTON ARMS CO INC	NULL	2592 AR HWY 15 N	LONOKE	AR 72086	PO BOX 700	MADISON	NC 27025	3365488606	
5	71	085	06	2M	00857 REMINGTON ARMS CO INC	NULL	2592 AR HWY 15 N	LONOKE	AR 72086	PO BOX 700	MADISON	NC 27025	3365488606	
1	56	157	11	2J	04882 REMINGTON ARMS COMPANY INC	REMINGTON	870 REMINGTON DR	MADISON	NC 27025	PO BOX 700	MADISON	NC 27025	3365488606	
1	56	157	01	2M	05051 REMINGTON ARMS COMPANY INC	REMINGTON	131 COMMERCE LN STE M	MAYODAN	NC 27027	PO BOX 700	MADISON	NC 27027	3365488606	
3	39	067	01	0C	07140 REMINGTON, CLINTON GEORGE	NULL	W11409 CTY RD Y	ANTIGO	WI 544090000	W11409 CTY RD Y	ANTIGO	WI 544090000	7156277266	
5	43	019	07	0C	02489 REMINGTON, LIEF	MACOUBRIE ARMS	4510 HWY 124	HARRISBURG	MO 65256	4510 HWY 124	HARRISBURG	MO 65256	5738086092	
3	41	053	01	2B	02784 REMINGTON, MICHAEL DEE	NULL	5322 MAYVIEW ROAD	MINNETONKA	MN 55345	5322 MAYVIEW ROA MINNETONKA	MN 55345	9529336339	55345	
3	41	053	01	8G	36640 REMINGTON, MICHAEL DEE	NULL	5322 MAYVIEW RD	HOPKINS	MN 553454950	5322 MAYVIEW RD	HOPKINS	MN 553454950	9529336339	
5	83	005	01	1M	33953 REMLEY, RICHARD LEE	NULL	780 PARKS RD HCR 72	GILLETTE	WY 827160000	780 PARKS RD HCR 7 GILLETTE	WY 827160000	3076820109	827160000	
1	62	001	07	1E	38866 REMOTEC INC	NULL	353 JD YARNELL INDUSTRIAL PKWY	CLINTON	TN 37716	353 JD YARNELL IND CLINTON	TN 37716	4234830228	37716	
1	62	001	09	1B	03295 REMOTEC INC	REMOTEC	353 JD YARNELL INDUSTRIAL PKWY	CLINTON	TN 37716	353 JD YARNELL INC CLINTON	TN 37716	8654830228	37716	
4	35	013	01	1H	00851 REMPAK LTD	NULL	2277 STATE ROAD 46 WEST	NASHVILLE	IN 47448	P O BOX 485	NASHVILLE	IN 47448	8129888952	
8	25	057	01	2G	01651 REMSBURG, BRETT BARTON	HUNTERS DREAM SP	1525 OLD 126	WEBSTER	WI 54893	PO BOX 348	WEBSTER	WI 54893	7158664220	
3	39	013	01	1L	37014 REMUND, MICHAEL WARREN	NULL	26798 LAKELAND AVE N	WEBSTER	WI 54893	PO BOX 348	WEBSTER	WI 54893	7855453350	
5	48	123	01	2L	01376 REMUS, CREIGHTON L	REMUS FIREARMS	1975 210 RD	GLEN ELDER	KS 67446	1975 210 RD	GLEN ELDER	KS 67446	9128766580	
1	58	179	02	2J	40130 REN INC	GOLD & SILVER PAW	501-H GENERAL SCREVEN RD	HINESVILLE	GA 313130000	501-H GENERAL SCR HINESVILLE	GA 313130000	7138586747	313130000	
5	76	201	01	0M	01122 RENAISSANCE ANTIQUARIAN, INC	RENAISSANCE ANTIQ	137 PAMELIA DR	BELLAIRE	TX 77401	2726 BLISSONNET ST	HOUSTON	TX 77005	6033354116	
6	02	017	01	2E	00325 RENAISSANCE FIREARMS LLC	NULL	19 MAIN STREET	CONIC	NH 03839	19 MAIN STREET	CONIC	NH 03839	8128860144	
4	35	083	02	3A	37168 RENAPPLI OF VINCENNES	PIGGY BANK PAWN	706 NORTH 2ND ST	VINCENNES	IN 475910000	706 NORTH 2ND ST	VINCENNES	IN 475910000	6187247296	
3	37	055	02	2A	36396 REND LAKE EXCHANGE INC	REND LAKE EXCHAN	101 E EGYPTIAN AVE	CHRISTOPHER	IL 628220000	101 E EGYPTIAN AVE CHRISTOPHER	IL 628220000	2092744501	628220000	
9	68	005	01	2H	02246 RENDEZVOUS PRIMITIVE ARMS LLC	NULL	17 W MAIN ST	IONE	CA 95640	P O BOX 1140	IONE	CA 95640	2106571945	
5	74	029	01	2G	16888 RENEAU, MARVIN BRYAN	NULL	8606 KIRKHAM DR	SAN ANTONIO	TX 782390000	8606 KIRKHAM DR	SAN ANTONIO	TX 782390000	8502702320	
1	59	073	01	2J	09786 RENEGADE ARMAMENT LLC	NULL	1900 MAYMEADOW LN	TALLAHASSEE	FL 32303	1900 MAYMEADOW TALLAHASSEE	FL 32303	3604271348	32303	
9	91	045	02	9L	02117 RENEGADE GUNS AND LOAN LLC	NULL	1912 OLYMPIC HWY N #101	SHELTON	WA 98584	PO BOX 2112	SHELTON	WA 98584		

EXHIBIT F

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-1

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

FREEDOM GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

3484
(Primary Standard Industrial
Classification Code number)

26-0174491
(I.R.S. Employer
Identification Number)

870 Remington Drive
Madison, North Carolina 27025-1776
(336) 548-8700

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Fredric E. Roth, Jr.
General Counsel and Secretary
Freedom Group, Inc.
870 Remington Drive P.O. Box 1776
Madison, North Carolina 27025-1776
(336) 548-8700

(Name, address, including zip code and telephone number, including area code, of agent for service)

Please address a copy of all communications to:

Arnold B. Peinado, III, Esq.
Roland Hlawaty, Esq.
Milbank, Tweed, Hadley & McCloy LLP
1 Chase Manhattan Plaza
New York, NY 10005
(212) 530-5000

William J. Miller, Esq.
Jonathan A. Schaffzin, Esq.
Cahill Gordon & Reindel LLP
80 Pine Street
New York, NY 10005
(212) 701-3000

Approximate date of commencement of proposed sale to the public:
As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐

Accelerated filer ☐

Non-accelerated filer ☒
(Do not check if a smaller
reporting company)

Smaller reporting company ☐

CALCULATION OF REGISTRATION FEE

Title of each class of Securities to be registered	Proposed maximum aggregate offering price(1)(2)	Amount of Registration fee
Common Stock, \$0.01 par value	\$200,000,000	\$11,160

(1) Estimated solely for the purpose of computing the registration fee pursuant to Rule 457(o) under the Securities Act.

(2) Includes shares which may be sold pursuant to the underwriters' over-allotment option.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Continue to Optimize Manufacturing Operations

We have augmented and integrated our facilities over the last 18 months and have focused on improving our operating efficiency. To this end, we have completed a number of lean manufacturing projects, including a factory consolidation and six sigma efforts led by the introduction of more than 50 black belt process experts since implementation of the program. Such projects have increased throughput and reduced direct labor, square footage and equipment downtime along with improved cash flow from lower inventory levels. These activities, which we call “continuous cost improvements,” will continue to be a cornerstone of our organization as we build and optimize our world class manufacturing platform.

Our manufacturing optimization efforts have also included the shift of some modern sporting rifle components and parts production into our plants and away from third-party vendors. These efforts have made the combined organization considerably more flexible, improved our quality and margins and enabled us to more quickly and efficiently address future changes in demand. The benefits of our past work are starting to appear in our ability to leverage our existing manufacturing footprint during periods of high demand while maintaining variability in our cost structure. We enhance this variability through our use of third parties for many modern sporting rifle components with no long-term contracts, so that we can adjust our inventory quickly and at a low cost.

Pursue Complementary Acquisitions and Strategic Investments

We have built and strengthened our family of brands and products over the past three years, primarily through the successful integration of four primary acquisitions (Bushmaster, Remington, DPMS and Marlin) made between April 2006 and January 2008. We did so with the goal of creating the world’s leading firearms and ammunition company. We have a proven track record of successfully identifying and integrating acquisitions, as demonstrated by the integration of our brands, and have achieved significant operational improvements as a result. We intend to continue to identify and pursue add-on strategic acquisitions or investments that expand and enhance our brand, product and intellectual property portfolio. We seek to acquire highly complementary products, intellectual property or external capabilities to expand our portfolio or extend our brands and channel relationships.

We have recently completed three acquisitions which we believe will enhance our business performance. On June 5, 2009, we acquired certain assets of Dakota Arms, a producer of high-end rifles, shotguns and ammunition for approximately \$1.8 million, which primarily consisted of inventory and equipment. This acquisition positions us in the largely customized, high precision, large caliber and safari segments of the market, with premium and aspirational firearm and ammunition brands including *Dakota Arms*, *Miller Arms* and *Nesika*, as well as *Dan Walter* premium gun cases. In addition, on September 22, 2009, we acquired certain assets from S&K Industries, Inc. (“S&K”), a supplier of high quality walnut and laminate wood stocks for our firearms operations for approximately \$3.8 million. The assets acquired are primarily inventory, machinery and equipment. We believe this acquisition will reduce certain costs of acquiring the wood stocks and improve efficiencies in our firearms manufacturing processes. Finally, on October 2, 2009, we completed the acquisition of certain assets of Advance Armament Corporation (“AAC”) for approximately \$10.2 million, with additional contingent consideration of approximately \$8.0 million due in 2015 upon achievement of certain employment and financial conditions. AAC manufactures and markets a full line of firearm accessory products used in certain military (including current use by the DOD), law enforcement and commercial markets and provides us further product portfolio expansion.

Recent Transactions

In July 2009, we issued \$200.0 million of 10.25% Senior Secured Notes due 2015 at an issue price of 97.827% (the “Notes”), and entered into a new \$180.0 million senior secured asset-based

FREEDOM GROUP, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
(\$ IN MILLIONS, EXCEPT SHARE AND PER SHARE DATA)

1. Description of Business (Continued)

that date. The results of operations of certain other businesses acquired by BFI during the periods presented are also included in these financial statements as follows:

- DPMS Firearms, LLC (established as an acquisition vehicle by BFI) since BFI acquired certain of the assets and assumed certain of the liabilities of DPMS, Inc. on December 13, 2007.
 - Cobb since BFI acquired certain of its assets and assumed certain of its liabilities on August 17, 2007.
 - Bushmaster Custom Shop, LLC since its formation and investment by BFI on March 19, 2007.
3. AHA, LLC since its inception on March 31, 2007. AHA, LLC acquired RACI on May 31, 2007. These financial statements include the results of operations of RACI, its wholly-owned subsidiary, Remington Arms Company, Inc. and its subsidiaries, RA Brands L.L.C. ("RA Brands"), Remington Steam LLC, and RA Factors, Inc. since May 31, 2007. In addition, these financial statements include the results of operations of Marlin and its subsidiary, H&R, since February 1, 2008. These financial statements also include the results of operations of EOTAC, LLC since its formation and investment by Remington in September 2008.

Because FGI, CBFII and CPLP are under common control, the merger of CBFII into FGI and the exchange of CPLP ownership interests for FGI shares in December 2007 were accounted for using BFI's carryover basis rather than at fair value. This accounting treatment is consistent with the requirements of SFAS 141. The exchange by minority interest owners of the restricted common units of BFI for shares of AHA has been accounting for using fair market value.

CBFII, the ultimate parent company of Bushmaster, is the principal reporting entity within these financial statements for the period from April 1, 2006 to May 30, 2007. CBFII and AHA, the ultimate parent of Remington, are the principal reporting entities for the period from May 31, 2007 to December 12, 2007 and their combined financial statements are represented for that period. On December 12, 2007, CBFII was merged into AHA. AHA converted to a C corporation on December 11, 2007 ultimately changing its name to FGI, and that entity is the principal reporting entity for the period since December 11, 2007. As all of these entities are under common control, and for convenience and clarity purposes, each of these reporting entities may be referred to as Freedom Group, Inc., FGI, or the Company in these financial statements for all periods presented.

Basis for Consolidation

The accompanying consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries. All significant intercompany transactions are eliminated in consolidation.

EXHIBIT G

ANNUAL REPORT

For the fiscal year-ended:

December 31, 2015



REMINGTON OUTDOOR COMPANY, INC.

(Exact name of company as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

870 Remington Drive

P.O. Box 1776

Madison, North Carolina 27025-1776

(Address of principal executive offices) (Zip Code)

(336) 548-8700

(Company's telephone number, including area code)

defense and recent rises in demand brought about by regulatory and legislative concerns, these markets have grown over the past five years.

We believe our scale and product breadth are unmatched within our industry. We are one of only two major U.S. companies that manufacture both firearms and ammunition, which we believe provides a competitive advantage, supports our market leadership position and adds a recurring revenue component to our sales. We also believe that our portfolio of products is more diverse and expansive than those of other manufacturers of both firearms and ammunition based on the number of product categories in which we participate.

Our Defense Division is an active participant in the Law Enforcement, International Military, and U.S. Federal and Military markets for ammunition, shotgun, carbine, sniper rifle, and suppressor categories. We are one of the market leaders in the military sniper rifle and law enforcement shotgun markets and a major provider of service and training/duty use ammunition. Additionally, our work in shaping international requirements over the last 5 years resulted in contracts with the Republic of the Philippines for M4-type carbines that will support its domestic and regional security operations. We believe that our commitment to researching and developing creative new products with end user input, along with our commitment to providing the highest quality firearm solutions available for law enforcement and military customers provides an opportunity for attractive revenue diversification while reinforcing the strength of our brands with consumers.

By improving machinery and equipment in our manufacturing process and by leveraging new technologies, we believe that we can improve our quality and cost position. To that end, in 2015 we invested \$44.9 million in capital equipment for new product innovation and maintenance projects.

We currently manufacture our products in eight primary facilities with an aggregate 2.6 million square feet of manufacturing space, enabling us to deliver our products in the U.S. and globally to approximately 55 countries. The majority of our revenue is derived from three key firearms facilities in Ilion, New York, Huntsville, Alabama and Mayfield, Kentucky and our primary ammunition plant in Lonoke, Arkansas. We are continuously evaluating options to improve our competitive position in manufacturing through investments in equipment, facilities and best practices which also contribute to improvements in gross margin. In 2014, we undertook an expansion at our Lonoke ammunition factory. This production facility, which came on-line in the second half of 2014 and is fully operational, has significantly expanded our centerfire pistol and revolver ("P&R") ammunition capacity, enabling us to meet the industry-wide demand for these rounds. Our Huntsville facility became fully operational in 2015. In addition to capacity expansions to meet demand, our capital investment program is also key to our margin improvement initiative, as new and more efficient machines enable us to realize lower manufacturing costs.

Our History and Corporate Structure

Remington Outdoor Company is a holding company currently controlled by Cerberus Capital Management ("CCM"). Our predecessor company, Bushmaster Firearms International, LLC, was created in 2006 by CCM for the purpose of acquiring the business of Bushmaster Firearms, Inc., which subsequently merged with Remington Arms Company, Inc. on December 12, 2007, creating Freedom Group, Inc., which was subsequently renamed Remington Outdoor Company.

Our Market Opportunity

We compete in multiple marketplaces for firearms, ammunition and related accessories. End-user markets include U.S. and international consumers, such as sportsmen, hunters, recreational shooters, and individuals desiring personal protection, police departments, the U.S. Military and allied foreign governments. The total size of the domestic commercial market for firearms was approximately \$3.8 billion in 2014 according to Federal Excise Tax data. Through our broad portfolio of brands, we are active in many growth segments of the firearms industry, which helped us achieve the #1 market position in 2014 in many of the categories in which we compete. We are also a leading provider of ammunition, which had a total domestic commercial market of approximately \$2.7 billion in 2014, holding the #3 position overall in 2014. According to the National Shooting Sports Foundation ("NSSF"), domestic consumer long gun sales (based on Federal Excise Tax data) have grown at a 14.5% CAGR from 2010 through 2014 while handgun sales have grown at a 14.0% CAGR from 2010 through 2014. We believe we are the largest producer of commercial MSRs, a market that has grown at a 28% CAGR from 2010 through 2014. Further, the NSSF estimates that domestic consumer ammunition sales grew at a 15.9% CAGR from 2010 to 2014.